

CITY OF ANGELS

FIREFIGHTERS ASSOCIATION

**MEMORANDUM
OF
UNDERSTANDING**

JULY 1, 2015

Two Year Agreement July 1, 2015 - June 30, 2017

1. PARTICIPANTS

This Memorandum of Understanding is entered into by the CITY OF ANGELS, hereinafter referred to as CITY, and the Angels Firefighters Association, hereinafter referred to as ASSOCIATION, and has as its purpose the promotion of harmonious labor relations between the CITY and the ASSOCIATION; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

2. RECOGNITION

The CITY recognizes ASSOCIATION as the recognized representative for the purpose of meeting and conferring on matters within the scope of representation for all full-time employees in the classifications listed below:

3. FIREFIGHTER

For purposes of identification this unit shall be titled "The Fire Unit."

4. NON DISCRIMINATION

CITY and ASSOCIATION agree that no person employed by, or applying for employment with the City Government, shall be discriminated against because of race, religion, creed, political affiliation, color, national origin, ancestry or Association activity and, to the extent prohibited by law, no person shall be discriminated against because of age or sex.

CITY and ASSOCIATION agree to protect the rights of all employees to exercise their free choice to join, or refrain from joining, ASSOCIATION.

ASSOCIATION recognizes its responsibilities as representative for the purpose of meeting and conferring, and agrees to represent all probationary and regular full time employees in the unit without discrimination, interference, restraint or coercion.

5. AUTHORIZED REPRESENTATIVES

For purposes of administering the terms and provisions of the various ordinances, resolutions, rules and regulations adopted with this Memorandum of Understanding, CITY'S principal authorized agent shall be the City Council or their duly authorized representative, except where a particular management representative is otherwise designated; ASSOCIATION'S principal authorized agent shall be the president, and/or employee designated by a majority of other employees.

When requested by the CITY, persons who are representatives of the ASSOCIATION shall be given reasonable time off with pay to attend meetings with CITY representatives. The use of official time for this purpose shall be reasonable and shall not interfere with the performances of CITY services as determined by the CITY. Except by mutual

agreement, the number of employees excused for such purpose shall not exceed two per recognized bargaining unit. Such employee/association representatives shall submit a request for excused absence to the department head, in a manner satisfactory to the department head, at least two working days prior to the scheduled meeting, whenever possible.

The ASSOCIATION shall be allowed, by the CITY to use bulletin boards for communications having to do with official association business, such as times and places of meetings, etc. In addition, employees will be allowed to use CITY facilities for meetings of the ASSOCIATION. Solicitation for membership or other internal association business shall be conducted during off-duty hours of all employees concerned. Prearrangement for contact must be made with the department head if conducted during the duty period of the employees, and sufficient reason why this cannot be done during off-duty hours.

6. HOURS OF WORK

The normal shift is twelve (12) hours with a work cycle of nine (9) shifts per pay period. The Fire chief shall have the authority to modify the shift schedule; however, he/she must meet-and-confer on the impacts of such schedule change. This department has adopted the thirteen, twenty-eight day work period under the Fair Labor Standards Act (FLSA). The work period is not related to the pay period.

Employees shall work a basic schedule prepared by the department head and posted on the department bulletin board.

Within the basic categories of work day, work week, work period, work shift, rest period, and meal period, the department head shall have the discretion to modify schedules to best meet the needs of the CITY. When changes are necessitated by special events or emergency conditions, the department head shall give employees as much advance notice as is reasonably possible under the circumstances.

7. OVERTIME

Overtime is defined as, assigned and authorized time worked beyond the established norm of 212 hours in a work period of twenty eight days.

No overtime shall be worked except in case of an emergency/special events/special assignments/staff meetings/vacation relief/sick leave coverage as directed by the Fire Chief.

All compensable overtime must be authorized by the department head or his designated representative. If prior authorization is not possible because of emergency conditions, a confirming authorization will be sought as soon as possible.

Except as otherwise provided in the MOU, compensation for assigned and authorized overtime work for all members of the unit shall be at a rate equivalent to one and one-half times the straight hourly rate.

Overtime will normally be paid in the payroll cycle in which it was earned. In lieu of Overtime, Employees may accumulate up to a maximum of eighty (108) hours of CTO. Any additional overtime will be paid at the overtime rate.

8. CALL OUT PAY

Call out time is compensated at a two hour minimum. Compensation for additional call outs within the same initial two hour call out period shall not be authorized. If actual time worked exceeds 2.75 (two and three quarter) hours worked, overtime shall be paid instead of the two hour minimum. If a call out occurs within two hours of the normal start time there shall be no two hour compensation, however, time and a half shall be paid for additional time worked exceeding the normal twelve 12 hour day.

9. HOLIDAY PAY

Members of this unit are entitled to 108 hours of holiday pay per year in lieu of time off for holidays. Members of this unit shall receive a lump sum for holidays twice a year, 54 hours of pay on the 30th of November and 54 hours of pay on the 30th of June. Such payments will be by a check separate from the employees normal pay check.

10. VACATION ACCRUAL

All permanent full-time employees shall be entitled to annual vacation leave, with pay, according to the number of continuous full calendar years of employment, based on the following scale. A working day is defined as 9 hours.

1 through 5 full calendar years = 108 working hours per year of continuous service

5 through 10 full calendar years = 162 working hours per year of continuous service

11 through 15 full calendar years = 216 working hours per year of continuous service.

Vacation time is accrued from the first full month of employment but should not be taken until after passage of 6 months. Vacation time accumulated will be limited to one year. Such accumulated time should be taken during the next following year. In lieu pay can be substituted if the employee has made three requests for that vacation during that year and has been turned down.

11. UNIFORMS

The Department shall provide all necessary uniforms at the CITY Expense.

12. SICK LEAVE

Sick leave is a privilege extended by the city, not a right of the employee. Employees with accumulated sick leave may be granted sick leave for the following:

- a. Illness or physical incapacity of the employee;

- b. Enforcement quarantine of the employee in accordance with community health regulations;
- c. Illness or injury in the immediate family will be granted in accordance with the Family Medical Leave Act.
- d. Medical, vision and dental office appointments which cannot be scheduled at other than work hours.
- e. Other as required by law.

All regular full time employees shall be granted nine (9) hours of accrued sick leave for each full month of service. Employees are not eligible to draw on his/her sick leave until they have completed six (6) months of service for the City, unless provided by law or approved by the City Administrator.

Employees may be required to file a physician's certificate with the City Administrator stating the employee is able to resume work.

Accrual of sick leave begins on the first day of the first full month of employment.

13. BEREAVEMENT.

Bereavement leave may be used by employees when they are required to be absent from work because of a death in their immediate family, not to exceed three (3) days, or five (5) days if out of state, per incident. This will not be charged to sick leave. Immediate family shall include father, mother, loci parentis, brother, sister, spouse or child of the employee. Additional consideration may be given in special cases as determined by the City Administrator.

14. LEAVES OF ABSENCES

The City complies with California and federal law governing family and medical leaves. The provisions of this section shall be applied in conformity with the California Family Rights Act and the Federal Family Medical Leave Act.

A regular employee may request, from the City Administrator, a leave of absence "without pay" up to a maximum of one year for the following reasons:

- a. Prolonged illness
- b. To attend school or college or to enter training to improve the quality of his/her service.
- c. Jury Duty. In such cases, the employee shall be paid his/her regular salary. Once released from jury duty, the employee shall return to work to complete his/her assigned shift.
- d. Military leave will be granted in accordance with the State law.

- e. An employee who is absent from duty for any reason shall report the reason thereof to his/her supervisor or the City Administrator immediately on the day of absence, unless prevented from doing so.
- f. All unauthorized and unreported absences shall be considered as absence without leave and a deduction of pay shall be made for each period of such absence. Voluntary absence without leave for five (5) consecutive days shall be considered as an automatic resignation from City service.

15. SALARY

The CITY and the ASSOCIATION agree that the pay plan shall be as currently reflected in this MOU as Exhibit 'A'. This MOU subsequently adopts the Classification and Compensation Study as it relates to the Fire ASSOCIATION and approves the Salary schedule as per attached.

Except as otherwise herein provided, the entrance salary for a new employee shall be the minimum salary for the class to which he/she is appointed. Experience and training may be considered in the salary schedule. In any event, such salary may not be more than the maximum salary for the class to which the employee is appointed.

A 2.5% incentive will be paid to the Department Training Officer.

16. PROMOTIONS AND SALARY INCREASE

It shall be the responsibility of the department head to report service that is less than satisfactory to the City Administrator. Documentary records and/or appraisal reports must be maintained and discussed with the employees at least once every year, and more often if considered desirable by the CITY.

Payment of salaries and wages for all City employees will be paid on a fourteen (14) day basis. This will be a total of 26 paychecks per year. Overtime and other pay will be paid on a twenty-eight (28) day cycle.

The probationary period for newly hired Firefighters shall be one year. While on probation, the status of the employee is "At Will" defined as working at the pleasure of the department head. As such, the employee, during his/her probationary period, is subject to termination without cause.

Step increases for this MOU have been negotiated and are identified as Exhibit "B". All step increases shall be retroactive to July 1, 2015.

17. ADDITIONAL BENEFITS

All Benefits included with the MOU are only for Full Time ASSOCIATION Employees. Benefits for Part Time employees are not part of this MOU.

BENEFITS AND INSURANCE PLANS

- a. Medical Insurance

Medical care and prescription drug benefits shall be provided to City employees pursuant to the California Public Employees Retirement System (PERS) Public Employee Medical and Hospital Care Act (PEMHCA).

For all active and retired employees enrolled in a CalPERS PEMHCA Medical Plan the City shall contribute the required Minimum Employer Contribution (MEC) plus any adjustment by the PERS Board to reflect any change in the medical care component of the Consumer Price Index, rounded to the nearest dollar.

Each year the PERS PEMHCA MEC amount shall be adjusted by the PERS Board to reflect any change in the medical care component of the Consumer Price Index, rounded to the nearest dollar. The City will pay the required adjusted amount.

Flexible Benefit Plan Contribution

The City shall, for active employees, credit into a Section 125 Plan (Flexible Benefit Plan) on a pre-tax basis the following monthly amounts based upon the actual election of medical plan and level of coverage by the employee.

Employee only: Current monthly premium for PERS Select Plan, less the PEMHCA MEC amount.

Employee plus one: Current monthly premium for PERS Select Plan for Employee only plus 75% of the additional monthly premium for one dependent, less the PEMHCA MEC amount.

Family: Current monthly premium for PERS Select Plan for Employee only plus 75% of the additional monthly premium for a family, less the PEMHCA MEC amount.

b. **Flexible Benefit Account Plan**

In no event shall the City's combined PEMHCA monthly contribution and Flexible Credits exceed the actual monthly dollar amount of the respective premium. If the PEMHCA monthly contribution covers the entire PERS Health Care monthly premium cost, the City shall contribute zero credits into the Section 125, Flexible Benefits Plan.

There will be no cash option under Section 125 Flexible Benefits Plan. The credits deposited by the City are solely contingent upon the election and enrollment in one of the medical plan options offered by the City.

In the event that the section 125 Plan (Flexible Benefit Plan) does not comply or continue to comply with state and federal law relative to Section 125 of the Internal Revenue Code as amended or if the enabling legislation is repealed, the parties agree to meet and confer over alternative qualifying plans or programs.

c. **Employee Plan Option**

An employee may choose a different eligible PERS health care plan, however, the employee will be responsible for any additional premium cost above the maximum paid by the City for the corresponding tier of the PERS Select Plan.

d. Alternative Insurance

Employees with proof of alternate insurance may opt out of City health insurance coverage as set forth in this section and, in lieu, receive a cash payment of fifty percent (50%) of the employee only premium per month.

In no event will employees receive more than fifty percent (50%) of the employee only premium paid as salary if they waive all medical coverage.

e. Dental Insurance

Dental care benefits shall be provided to City employees.

The City shall contribute 100% of the employee only premium.

For employees opting for employee plus one or employee plus family, the City shall pay sixty percent (60%) of the difference between the employee only premium and the respective employee plus one or employee plus family.

f. Vision Insurance

Vision care benefits shall be provided to City employees.

The City shall contribute 100% of the employee only premium.

For employees opting for employee plus one or employee plus family, the City shall pay sixty percent (60%) of the difference between the employee only premium and the respective employee plus one or employee plus family.

g. Life Insurance and Long Term Disability

The City shall contribute the full cost towards a City sponsored long-term disability and group term life insurance program administered through Assurant.

Employees are responsible for the payment of any costs in excess of the maximum City contribution.

The City will provide Long Term Disability insurance coverage equal to sixty-six and two-thirds percent (66.6%) salary per month subject to the maximum monthly benefit as described by the plan with a maximum ninety (90) calendar days wait period.

Group term life insurance coverage shall be \$15,000 for natural death and \$30,000 accidental death for employee only.

h. Retiree Health Insurance

a. For employees hired prior to July 1, 2009 who have a minimum of five years of service with the City, the City shall contribute on a monthly basis an amount equal to fifty percent (50%) of the current premium contribution for employee only minus the PEMHCA contribution in Section III A.

- b. For employees hired after July 1, 2009 who have a minimum of ten years of service with the City, the City shall contribute on a monthly basis an amount equal to fifty percent (50%) of the current premium contribution for employee only minus the PEMHCA contribution in Section III A.
- c. Upon retirement, should the employee elect not to participate in the retiree medical benefit plan, the City's contribution will be zero and it will be an irrevocable election.
- i. **Public Employees Retirement System (P.E.R.S.)**
Employees hired prior to July 1, 2010 participate in the PERS 2% at 55 full and modified formula for active local safety members. Participation requires a payment of 7% of the employee's gross salary for the 2% at 55 benefit.

Pursuant to the Public Employees' Pension Reform Act (PEPRA), any employee hired on or after January 1, 2013 who is a "new member" as defined by PEPRA shall participate in the PERS 2% at 57 full and modified formula for active local safety members. Participation requires employees to contribute one-half (½) of the "normal cost" of the benefit, rounded to the nearest ¼ of 1% or the current contribution rate of similarly situated employees, whichever is greater. Employee contributions will be paid on a pre-tax basis.

Pursuant to the contract between the California Public Employees Retirement System and the City of Angels, Section 20042 (one-year final compensation) applies to local miscellaneous members only.
- j. Employees are eligible for additional compensation for longevity. Longevity pay shall be added to the base salary of the employee.

2.5%	at 10 years of service
5%	at 15 years of service
7.5%	at 20 years of service
10%	at 25 years of service

18. TUITION REIMBURSEMENT

City shall pay fee's due for the renewal certificates and licenses pertaining to the position which an employee presently occupies.

The City shall reimburse employee's expenses for tuition, books and materials upon the demonstration of satisfactory completion of the course for approved courses relating to their perspective jobs

EDUCATIONAL INCENTIVE PROGRAM

Employees who obtain degrees, license, certifications, permit and/or successfully complete continuing education courses in their related field may be entitled to incentive compensation to be added to their base salary. No incentive pay will be provided for employees who complete work that is required or can reasonably be construed as being required to fulfill the requirements of their position. At no time will the maximum allowable incentive compensation exceed 5%.

Due to the broad range of credentials available relative to the many categories of employment the City Administrator shall use his/her discretion with input from the department head to determine the appropriate incentive compensation. Prior to beginning work in an area that may qualify under this program, it shall be the responsibility of the employee to submit through their supervisor a written request for verification of potential incentive pay percentage. Requests shall include a curriculum or description of studies or scope of testing. Employees already possessing such credentials shall submit in writing their request in the same manner as above.

General guidelines:

60 units or equivalent or an A.A. degree = 2%

120 units or equivalent or B.S. or B.A. = 3%

180 units or equivalent or Masters = 4%

Professional Credentials = 5%

International or National Certification = .5 to 4%

State Certification = .5 to 2%

Certification, Permit or License = .5 to 1%

City shall reimburse employee's expenses for tuition, books and materials upon the demonstration of the satisfactory completion of the course for approved courses relating to their perspective jobs.

19. GRIEVANCE PROCEDURE

This procedure is established in order to provide adequate opportunities for City employees to bring forth their views relating to any unfair or improper aspect of their employment situation and to seek correction. The procedure set forth shall apply to all employees' grievances.

Procedure:

- a. In any instance of grievance, the employee concerned shall first make efforts to resolve such grievances with his/her department head.
- b. In the event that such efforts do not produce a settlement satisfactory to the employee, he may submit his/her complaint in writing to the department head.
- c. Upon receipt of the written statement, the department head shall make such investigation as required and reply in writing to the employee within ten (10) days after receipt of the statement from the employee.
- d. If the employee wishes to discuss the grievance further, he shall, within three (3) working days of the receipt of the reply from the department head, submit a written request for a meeting with the City Administrator.
- e. The requested meeting will be held by the City Administrator at the earliest date possible but not later than ten (10) working days after the request. At the meeting the employee, the department head and any other persons deemed pertinent to the grievance and invited by the City Administrator, the employee or the department head, may be present. The conclusions determined at this meeting shall be

communicated to the employee within three (3) working days following the meeting.

- f. If the employee is still not satisfied with the findings or if it is felt by the City Administrator that Council determination is necessary, either the employee or the City Administrator may request an audience with the Personnel Committee within ten (10) working days. Such meeting shall take place within fifteen (15) working days after receipt by the Committee of such written request. The Committee may:

1. Designate further study into the matter and arrive at a determination within thirty (30) calendar days;
2. Recommend changes to take place over a designated period of time, to be commenced within 30 days;
3. Refer the matter to the Council as a whole;

If referred to the Council the Council may:

1. Designate further study into the matter and arrive at a determination within thirty (30) calendar days;
2. Recommend changes to take place over a designated period of time, to be commenced within 30 days;
3. Make an immediate determination, in which case the decision of the Council is final.

20. DISCIPLINARY ACTION – AUTHORIZED – PROCEDURE

Any regular employee may be reprimanded, suspended, demoted to a lower classification or dismissed by the appropriate appointing authority by an order in writing, stating specifically in ordinary and concise language the facts or omissions upon which such action is based. The appointing authority is defined as the person or group having lawful authority to appoint or remove persons from positions in the City service. Prior to a suspension of more than one (1) work day, demotion or dismissal, the appointing authority must contact and discuss such action with the City Administrator. All orders for suspension, demotion or dismissal shall be reviewed by the City Attorney for legal sufficiency. All orders shall then be filed with the City Administrator and a copy thereof shall be served upon the employee who is the subject of the disciplinary action. If personal service upon the employee is impossible, a copy of the order shall be sent by certified mail to the employee at his/her last known address.

21. DISCIPLINARY ACTION – GROUNDS

Each of the following constitutes (but are not limited to) cause for suspension, demotion or dismissal of an employee or person whose name appears on any employment list:

- a. Fraud in securing appointment;

- b. Incompetence;
- c. Inefficiency;
- d. Inexcusable neglect of duty;
- e. Insubordination;
- f. Threat of assault of supervisor of other employees;
- g. Falsifying records;
- h. Drunkenness on duty;
- i. Intemperance;
- j. Addiction to the use of narcotics or habit forming drugs;
- k. Inexcusable absence without leave (absenteeism and tardiness);
- l. Conviction of a felony or conviction of a misdemeanor involving moral turpitude;
- m. Discourteous treatment of the public or other employee;
- n. Obscene or immoral conduct;
- o. Political activity which is in violation of federal, state or local laws and regulations;
- p. Violation of this chapter;
- q. Any other failure of good behavior or acts, either during or outside of duty hours, which are incompatible with or inimical to the public service;
- r. Refusal to take and subscribe to any oath or affirmation which is required by law in connection with employment;
- s. Dishonesty;
- t. Failure to obtain required operator's license or permit;
- u. Failure to live within a reasonable emergency call out distance (half an hour).

22. DISCIPLINARY ACTION – RIGHT OF APPEAL

Any regular employee, other than a probationary employee, who is served notice of proposed suspension, demotion or dismissal, may appeal such action by filing notice with the department head within seven (7) calendar days after service of such notice on the employee. Said employee may file notice of appeal in fewer than seven calendar days.

The department head may amend, modify or revoke any or all of the charges, including the proposed disciplinary action.

Regardless of whether the employee responds to the charges to the department head, the employee has the right to file with the City Administrator, within the above mentioned time limitation, as provided under the existing memorandum of understanding, a written appeal from the proposed action.

In the event of the suspension of a regular employee without pay, any hearing held in regard to that matter shall be held before the City Administrator. In the event of an appeal of a demotion or dismissal of a regular employee, the City Council shall, at its option, designate a hearing officer to hear the matter. The hearing officer so designated shall be a duly licensed California attorney admitted to practice in this State for at least 10 years, and shall not be from the office of the City Attorney: Any hearing officer designated by the City Council shall, within a reasonable length of time, not exceeding thirty (30) days, hold a hearing and shall notify the parties of the time and place thereof. If the employee fails to appeal within the time specified, the disciplinary action of the department head shall be final.

23. DISCIPLINARY ACTION – HEARING

The following rules shall apply to any hearing conducted under the provisions of this chapter:

- a. The hearing shall be private, except that if the employee requests that the matter be heard publicly, it shall be so heard.
- b. The hearing shall be conducted in accordance with Section 11513 of the Government Code.
- c. The provisions of Section 11507.6 of the Government Code shall apply to any hearing conducted pursuant to this chapter, and shall provide the exclusive right to and method of discovery except that time limitations will be those established by the hearing officer. In those cases where the City Council rehears the matter, as provided by Section 18-E of this chapter, the City Council shall establish such time limitations.
- d. All costs related to the hearing directed to be incurred by the hearing officer and all fees of the hearing officer will be shared equally by the parties, except that in the event the employee is fully reinstated, such costs and fees will be borne by the City. Other costs, including attorney's fees, shall be borne by the party who incurs said costs.
- e. Probationary employees may be dismissed without a hearing.

24. DISCIPLINARY ACTION – RESOLUTION OF APPEAL PROCEDURE

The hearing officer shall, within fifteen (15) work days after the hearing provided for in Section 18-D, make a finding as to whether or not the employee was suspended, demoted or dismissed for reasonable cause and shall also make a recommendation as the appropriate disposition of the case.

Written findings and recommendations shall be forwarded by the hearing officer to the City Administrator, the affected department head and the employee. These findings and recommendations must be presented to the City Council at its next regular meeting.

In all other instances, the City Council will take the findings and recommendations of the hearing officer under advisement and will render a decision within twenty (20) days after the presentation of said findings and recommendations to the City Council.

The City Council may:

- a. Follow the recommendation of the hearing officer; or
- b. Reinstatement the employee; or
- c. Order any disciplinary action which it judges to be appropriate based on the evidence; or
- d. Rehear the matter under the provisions of Section 18-D. In such case, the City Council's decision shall be transmitted to all interested parties.
- e. All the records in the matter shall be remanded to the City Clerk for filing

25. MANAGEMENT RIGHTS/ RESPONSIBILITIES.

Except to the extent that the rights, powers, and authority of CITY are specifically limited by the provisions of this Memorandum of Understanding, CITY retains all rights, powers, and authority granted to it. Nothing herein shall be construed to restrict any legal or inherent exclusive CITY rights with respect to matters of federal legislative or managerial policy, which include among others: The exclusive right to Determine the mission of its constituent departments, commissions and boards, set standards of service; determine the procedures and standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty for legitimate reason; maintain the efficiency of governmental operations to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. This agreement is not intended to be construed to modify the provision of The Municipal Code relating to Civil service or personnel administration. CITY shall continue to exercise authority over classification of jobs, procedures and standards of selection for employment and promotion.

26. ASSOCIATION RESPONSIBILITY.

ASSOCIATION agrees that during the term of this agreement, neither it nor its officers, employees or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slow downs, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with the normal work of the CITY. In the event that any concerted action as described above occurs, ASSOCIATION will notify its members that such activity is a violation of this Memorandum of Understanding and ASSOCIATION will notify its members that such concerted action shall cease and the members shall return to work, or be subject to disciplinary action.

27. SCOPE OF AGREEMENT.

For the term of this agreement, the Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire understanding between the parties, provided, however, that nothing herein shall prohibit the parties from changing the terms, or any part of the terms, of this MOU, by mutual agreement.

Negotiations will be conducted by the designated negotiator(s) of the City of Angels, and by the representative(s) from the City of Angels Firefighters Association.

Should agreement not be reached by the effective end date of this MOU, this MOU shall be automatically extended and continue in effect until a new MOU can be negotiated and executed.

28. SEPARABILITY

In the event that any provision of this MOU is declared by Court of competent jurisdiction to be unenforceable or illegal, such nullification shall not affect any other provisions of the MOU, which shall remain in full force and effect.

29. TERM OF AGREEMENT

This agreement is for a two year period. All provisions not specifically changed by amendment remain in effect. Any amendments and the signature page shall be attached to the original MOU.

The term of this agreement is for two years beginning July 1, 2015 and ending June 30, 2017.

FOR THE ASSOCIATION:

Attn 18 Fire Marshal
Name/Title

Tom RTO Captain
Name/Title
11/20/2015
Date

FOR THE CITY:

Wes Kulm 11/18/15
Wes Kulm, Mayor Date

ATTEST:

Mary Kelly 11/20/15
Mary Kelly, City Clerk Date

Exhibit A
Salary Matrix for Full-Time Fire Employees

Range	Step A	Step B	Step C	Step D	Step E
203 Firefighter (2808 hrs)	\$18.59 \$4,348.93 \$52,187.20	\$19.52 \$3,383.47 \$40,601.60	\$20.50 \$3,553.33 \$42,640.00	\$21.53 \$3,731.87 \$44,782.40	\$22.61 \$3,919.07 \$47,028.80
210 Fire Engineer (2808 hrs)	\$19.93 \$4,662.67 \$55,952.00	\$20.93 \$3,627.87 \$43,534.40	\$21.98 \$3,809.87 \$45,718.40	\$23.08 \$4,000.53 \$48,006.40	\$24.23 \$4,199.87 \$50,398.40
229 Fire Captain (2808 hrs)	\$24.07 \$5,633.33 \$67,600.00	\$25.27 \$5,913.18 \$70,958.16	\$26.53 \$6,208.02 \$74,496.24	\$27.86 \$6,519.24 \$78,230.88	\$29.25 \$6,844.50 \$82,134.00
246 Deputy Fire Chief/Fire Marshall (2808 Hr)	\$28.52 \$6,673.33 \$80,080.00	\$29.95 \$5,191.33 \$84,099.60	\$31.45 \$5,451.33 \$88,311.60	\$33.02 \$5,723.47 \$92,720.16	\$34.67 \$6,009.47 \$97,353.36

Exhibit B
Schedule of Negotiated Increases

Position	Fiscal Year 15-16 Step	Fiscal Year 15-16 Negotiated Increase	Fiscal Year 16-17 Step	Fiscal Year 16-17 Negotiated Increase
Deputy Fire Chief/Fire Marshall	C+	\$ 32.45	E	\$ 34.67
Fire Captain	A-	\$ 21.87	B	\$ 25.27